

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
MCALLEN DIVISION**

**MARIA ABDON,
Plaintiff,**

vs.

**STATE FARM LLOYDS AND
HECTOR AMEZQUITA,
Defendants.**

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§

Civil Action No. 7:17-000006

JURY REQUESTED

**INDEX OF STATE COURT PAPERS
IN CAUSE NO. C-5477-16-C**

1. Docket Sheet/Register of Actions.
2. Civil Case Information Sheet.
3. Plaintiffs' Original Petition and Request for Disclosure and Exhibit A.
4. Service issued letter from the Hidalgo County District Clerk filed December 12, 2016.
5. Citation for State Farm Lloyds.
6. Citation for Hector Amezcuita.
7. Original Answer and Jury Demand by Defendant State Farm Lloyds.

EXHIBIT B

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Location : All Courts [Images](#)

REGISTER OF ACTIONS

[CASE No. C-5477-16-C](#)

**Maria Abdon VS. State Farm Lloyds, Hector
Amezquita**

§
§
§
§
§

Case Type: **Contract -
Consumer/Commercial/Debt
(OCA)**
Date Filed: **12/09/2016**
Location: **139th District Court**

PARTY INFORMATION

Attorneys

Defendant Amezquita, Hector

Defendant State Farm Lloyds

Plaintiff Abdon, Maria

Manuel Acuna-Neely
Retained
210-732-8300(W)

EVENTS & ORDERS OF THE COURT

OTHER EVENTS AND HEARINGS

12/09/2016	Original Petition (OCA)		
12/12/2016	Citation		
	State Farm Lloyds	Served	12/14/2016
		Returned	12/16/2016
	Amezquita, Hector	Unserved	
12/12/2016	Citation Issued		

FINANCIAL INFORMATION

	Plaintiff Abdon, Maria		
	Total Financial Assessment		352.00
	Total Payments and Credits		352.00
	Balance Due as of 01/04/2017		0.00
12/09/2016	Transaction		350.00
12/09/2016	Assessment		
12/09/2016	EFile Payments from TexFile	Receipt # DC-2016-092766	Abdon, Maria (350.00)
12/20/2016	Transaction		2.00
12/20/2016	Assessment		
12/20/2016	EFile Payments from TexFile	Receipt # DC-2016-095317	Abdon, Maria (2.00)


CAUSE NUMBER (FOR CLERK USE ONLY):

COURT (FOR CLERK USE ONLY):

STYLED Maria Abdon v State Farm and Hector Amezcuita

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet: Name: _____ Email: _____ Manuel Acuna-Neely manuel@jtaylorlaw.com Address: _____ Telephone: _____ 14100 San Pedro, Ste. 602 210 402 4022 City/State/Zip: _____ Fax: _____ San Antonio, TX 78232 210 402 1225 Signature: _____ State Bar No: _____  24091489		Names of parties in case: Plaintiff(s)/Petitioner(s): _____ Maria Abdon Defendant(s)/Respondent(s): _____ State Farm Lloyds and Hector Amezcuita [Attach additional page as necessary to list all parties]	
		Person or entity completing sheet is: <input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____ Additional Parties in Child Support Case: Custodial Parent: _____ Non-Custodial Parent: _____ Presumed Father: _____	
2. Indicate case type, or identify the most important issue in the case (select only 1):			
Civil		Family Law	
Contract <i>Debt/Contract</i> <input checked="" type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: _____ <i>Foreclosure</i> <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: _____	Injury or Damage <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <i>Malpractice</i> <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <i>Product Liability</i> <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____ <input type="checkbox"/> Other Injury or Damage: _____	Real Property <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____ Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____	Marriage Relationship <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <i>Divorce</i> <input type="checkbox"/> With Children <input type="checkbox"/> No Children Other Family Law <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____
		Post-judgment Actions (non-Title IV-D) <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocity (UIFSA) <input type="checkbox"/> Support Order Parent-Child Relationship <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____	
Employment <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: _____		Other Civil <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: _____	
Tax		Probate & Mental Health	
<input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax		<i>Probate/Wills/Intestate Administration</i> <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____	
3. Indicate procedure or remedy, if applicable (may select more than 1):			
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment	
		<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover	
4. Indicate damages sought (do not select if it is a family law case):			
<input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input checked="" type="checkbox"/> Over \$100,000 but not more than \$200,000 <input type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input type="checkbox"/> Over \$1,000,000			

CAUSE NO. **C-5477-16-C**

MARIA ABDON,	§	IN THE DISTRICT COURT
	§	
Plaintiff,	§	
	§	
vs.	§	____ JUDICIAL DISTRICT
	§	
STATE FARM LLOYDS and	§	
HECTOR AMEZQUITA,	§	
	§	
Defendants.	§	HIDALGO COUNTY, TEXAS

PLAINTIFF’S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE

Plaintiff Maria Abdon files this Original Petition and Request for Disclosure against Defendants State Farm Lloyds and Hector Amezcuita and alleges as follows:

A. DISCOVERY-CONTROL PLAN

1. Plaintiff intends to conduct discovery under Level 3 of Texas Rules of Civil Procedure. This case involves complex issues and will require extensive discovery. Therefore, Plaintiff asks the Court to order that discovery be conducted in accordance with a discovery control plan tailored to the particular circumstances of this suit. Plaintiff affirmatively pleads that this suit is not governed by the expedited-actions process in Texas Rule of Civil Procedure 169 because Plaintiff seeks monetary relief over \$100,000.

B. RELIEF

2. Plaintiff seeks monetary relief over \$100,000, but not more than \$200,000. Tex. R. Civ. P. 47(c).

C. PARTIES

3. Plaintiff, Maria Abdon, is an individual who resides in Hidalgo County, Texas.

4. Defendant, State Farm Lloyds, is a Texas domestic Lloyd’s plan insurance company that, on information and belief, is licensed to conduct the business of insurance in

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Texas or has its principal place of business located in Texas. Additionally, one or more of State Farm's members are citizens of Texas. It can be served with citation by serving its registered agent for service of process, Corporation Service Company, by certified mail, return receipt requested, at 211 E. 7th St., Suite 620, Austin, Texas 78701-3218.

5. Defendant, Hector Amezcuita, is a Texas resident, who may be served with citation by certified mail, return receipt requested at his residence located at 3146 Hidden Valley Dr., El Paso, Texas 79938-2748.

D. JURISDICTION

6. The Court has subject matter jurisdiction over the lawsuit because the amount in controversy exceeds this Court's minimum jurisdictional requirements.

E. VENUE

7. Venue is mandatory and proper in this district because all or a substantial part of the events or omissions giving rise to the claim occurred in Hidalgo County and the insured property that is the basis of this lawsuit is also located in that county.

F. CONDITIONS PRECEDENT

8. All conditions precedent to recovery have been performed, waived, or have occurred.

G. FACTUAL BACKGROUND

9. Plaintiff timely paid her insurance premiums and is the holder of insurance policy number 83-B7-F873-3 issued by State Farm.

10. Plaintiff owned the insured property, which is located 915 Loma Linda, Alamo, Texas 78516 on January 10, 2014.

11. Defendant State Farm or its agent sold the policy insuring the property to

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Plaintiff.

12. On or about January 10, 2014, a severe wind and hailstorm struck the Alamo, Texas area causing severe damage to homes and businesses throughout the area, including Plaintiff's home.

13. In the aftermath of the storm, Plaintiff submitted a claim to Defendant State Farm under the policy for roof damage and water damage the home sustained as a result of the hail and wind. Plaintiff asked that Defendant State Farm cover the cost of repairs to the property pursuant to the policy and any other available coverages under the policy.

14. State Farm assigned claim number 53697X783 to Plaintiff's claim and hired and/or assigned Defendant Hector Amezcuita to adjust the claim. Amezcuita was the agent for State Farm and represented State Farm in regard to Plaintiff's claim. Amezcuita also adjusted Plaintiff's claim by investigating, processing, evaluating, approving and/or denying, in whole or in part, Plaintiff's claim. As such, Amezcuita acted as an insurance adjuster engaged in the business of insurance with respect to Plaintiff's insurance claim. Therefore, Amezcuita, is a "person" who is individually liable for his unfair methods of competition or unfair or deceptive acts or practices under the Texas Insurance Code and the DTPA.

15. Amezcuita improperly adjusted Plaintiff's claim. Amezcuita conducted a substandard inspection, which is evidenced in her report, which failed to include many of Plaintiff's damages.¹ Amezcuita's estimate did not allow adequate funds to cover repairs to restore Plaintiff's home. Without limitation, Amezcuita misrepresented the cause of, scope of and cost to repair the damage to Plaintiff's property, as well as the amount of and insurance coverage for Plaintiff's claim under Plaintiff's policy. Amezcuita made these and other

¹ Amezcuita's Adjustment Report is attached as Exhibit A.

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representations to Plaintiff as well as to State Farm. Plaintiff and State Farm both relied on Amezcuita's misrepresentations, including but not limited to those regarding the cause of, scope of and cost to repair the damage to Plaintiff's property, and Plaintiff has been damaged as a result of that reliance. Amezcuita's misrepresentations caused State Farm to underpay Plaintiff on her insurance claim and, as a result, Plaintiff has not been able to properly and completely repair the damage to the property. This has caused additional, further damage to the property. Amezcuita also advised Plaintiff as to how she could repair her property so as to prevent further damage to the property. This advice was negligent and false because Plaintiff could not properly repair her property by following Amezcuita's advice. Plaintiff's property has sustained further damages as a result.

16. Defendants misrepresented that the damages caused by the wind and hailstorm were only \$6,485.95. However, Defendants' misrepresentations were false because Plaintiff's damages exceed \$27,809.29

17. State Farm and Amezcuita failed to properly adjust the claim and Defendants have denied at least a portion of the claim without an adequate investigation, even though the policy provided coverage for the type of losses suffered by Plaintiff.

18. These false representations allowed Defendants to gain financially by wrongfully denying at least a portion of Plaintiff's claim.

19. Plaintiff's claim remains unpaid and Plaintiff has not been able to properly repair the home.

20. State Farm failed to perform its contractual duty to adequately compensate Plaintiff under the terms of the policy. Specifically, State Farm failed and refused to pay the full proceeds of the policy although a demand was made for proceeds to be paid in an amount

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sufficient to repair the damaged property and all conditions precedent to recovery upon the policy had been carried out by Plaintiff. State Farm's conduct constitutes a breach of the insurance contract between it and Plaintiff.

21. Defendants misrepresented to Plaintiff that some of the damage to the home was not covered under the policy, even though the damage was caused by a covered occurrence. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. Tex. Ins. Code Section 541.060(a)(1).

22. Defendants failed to make an attempt to settle Plaintiff's claim in a fair manner, although they were aware of their obligations to Plaintiff under the policy. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. Tex. Ins. Code Section 541.060 (a)(2)(A).

23. Defendants failed to explain to Plaintiff why they offered inadequate settlement. Specifically, Defendants failed to offer Plaintiff adequate compensation, without any explanation why full payment was not being made. Furthermore, Defendants did not communicate that any future settlements would be forthcoming to pay for the entire loss covered under the policy, nor did they provide any explanation for the failure to adequately settle Plaintiff's claim. Tex. Ins. Code Section 541.060(a)(3).

24. Defendants failed to affirm or deny coverage of Plaintiff's claim within a reasonable time. Specifically, Plaintiff did not receive timely indication of acceptance or rejection regarding the entire claim in writing from Defendants. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. Tex. Ins. Code 541.060(a)(4).

25. Defendants refused to fully compensate Plaintiff under the terms of the policy

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even though Defendants failed to conduct a reasonable investigation. Specifically, Defendants performed an outcome-oriented investigation of Plaintiff's claim, which resulted in biased, unfair and inequitable evaluation of Plaintiff's losses to the home. Defendants' conduct constitutes a violation of the Texas Insurance Code. Tex. Ins. Code 541.060(a)(7).

26. State Farm failed to meet its obligations under the Texas Insurance Code regarding timely acknowledging Plaintiff's claim, beginning an investigation of Plaintiff's claim and requesting all information reasonably necessary to investigate Plaintiff's claim within the statutorily mandated deadline. State Farm's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. Tex. Ins. Code Section 542.056.

27. State Farm failed to accept or deny Plaintiff's entire claim within the statutorily mandated deadline of receiving all necessary information. State Farm's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. Tex. Ins. Code Section 542.056.

28. State Farm failed to meet its obligations under the Texas Insurance Code regarding payment of a claim without delay. Specifically, State Farm has delayed full payment of Plaintiff's claim longer than allowed and, to date, Plaintiff has not yet received full payment for her claim. State Farm's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. Tex. Ins. Code Section 542.056.

29. From and after the time Plaintiff's claim was presented to Defendants, the liability of Defendants to pay the full claim in accordance with the terms of the policy was reasonably clear. However, Defendants have refused to pay Plaintiff in full, despite there being no basis whatsoever on which a reasonable insurance company would have relied to deny the full payment. State Farm's conduct constitutes a breach of the common law duty of good faith and

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fair dealing.

30. As a result of Defendants' wrongful acts and omissions, Plaintiff was forced to retain the professional services of the attorney and law firm who are representing Plaintiff in this case.

H. CAUSES OF ACTION**BREACH OF CONTRACT AGAINST STATE FARM**

31. Plaintiff incorporates paragraphs 1-30 as if fully set forth herein.

32. According to the insurance policy that Plaintiff purchased, State Farm has the duty to investigate and pay Plaintiff's policy benefits for claims made for covered damages, including additional benefits under the policy, resulting from the wind and hailstorm. As a result of the wind and hailstorm and/or ensuing losses from the storm, both of which are covered perils under the policy, Plaintiff's property has been damaged.

33. State Farm's failure and refusal to pay adequate compensation as it is obligated to do under the terms of the policy and under the laws of the State of Texas, constitutes a breach of State Farm's contract with Plaintiff. As a result of this breach of contract, Plaintiff has suffered damages as are described in this petition.

**VIOLATION OF THE PROMPT PAYMENT OF CLAIMS ACT
AGAINST STATE FARM**

34. Plaintiff incorporates paragraphs 1-33 as if fully set forth herein.

35. Defendant State Farm's acts, omissions, failures and conduct violate Section 542 of the Texas Insurance Code. Within the timeframe required after the receipt of either actual or written notice of Plaintiff's claim, Defendant did not request from Plaintiff any items, statements or forms that it reasonably believed at that time would be required from Plaintiff for her claim. As a result, Defendant has violated Section 542 by failing to accept or reject

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Plaintiff's claim in writing within the statutory timeframe. Defendant also violated Section 542 by failing to pay Plaintiff's claim.

36. Defendant also violated Section 542 by failing to pay Plaintiff's claim within the applicable statutory period. In addition, in the event it is determined Defendant owes Plaintiff any additional monies on Plaintiff's claim, then Defendant has automatically violated Section 542 in this case.

**VIOLATIONS OF THE DTPA AGAINST
STATE FARM AND AMEZQUITA**

37. Plaintiff incorporates paragraphs 1-36 as if fully set forth herein.

38. Plaintiff is a consumer of goods and services provided by Defendants pursuant to the DTPA. Plaintiff has met all conditions precedent to bringing this cause of action against Defendants.

39. Specifically, Defendants' violations of the DTPA include, without limitations, the following matters: By their acts, omissions, failures, and conduct, Defendants have violated Sections 17.46(b)(2), (5), (7), (9), (12), (20) and (24) of the DTPA. Defendants' violations include, without limitation, (1) their unreasonable delay in the investigation, adjustment and resolution of Plaintiff's claim, (2) their failure in each claim to give Plaintiff the benefit of the doubt, and (3) their failure to pay for the proper repair of Plaintiff's property for which liability had become reasonably clear, which gives Plaintiff the right to recover under Section 17.46(b)(2).

40. Plaintiff is entitled to recover under Section 17.46(b)(5) of the DTPA because Defendants represented to Plaintiff that the insurance policy and Defendants' adjusting and investigative services had characteristics or benefits that they did not have.

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41. Plaintiff is entitled to recover under Section 17.46(b)(7) of the DTPA because Defendants represented that the insurance policy and Defendants' adjusting and investigative services were of a particular standard, quality, or grade when they were of another.

42. Plaintiff is entitled to recover under Section 17.46(b)(9) of the DTPA because Defendants advertised their insurance policy and adjusting and investigative services with the intent not to sell them as advertised.

43. Plaintiff is entitled to recover under Section 17.46(b)(12) of the DTPA because Defendants represented to Plaintiff that the insurance policy and their adjusting and investigative services conferred or involved rights, remedies, or obligations that they did not have.

44. Plaintiff is entitled to recover under Section 17.46(b)(24) of the DTPA because Defendants failed to disclose information concerning goods or services which were known at the time of the transaction and such failure to disclose was intended to induce Plaintiff into a transaction which Plaintiff would not have entered had the information been disclosed.

45. Plaintiff is entitled to recover under Section 17.46(b)(12) and (20) and 17.50(a)(2) of the DTPA because Defendants have breached an express warranty that the damage caused by the wind and hailstorm would be covered under the insurance policy.

46. Plaintiff is entitled to recover under Section 17.50(a)(3) of the DTPA because Defendants' actions are unconscionable in that they took advantage of Plaintiff's lack of knowledge, ability and experience to a grossly unfair degree.

47. Plaintiff is entitled to recover under Section 17.50(a)(4) of the DTPA because Defendants' conduct, acts, omissions, and failures are unfair practices in the business of insurance.

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48. All of the above-described acts, omissions and failures of Defendants are a producing cause of Plaintiff's damages as described in the petition. All of the above-described acts, omissions, and failures of Defendants were done knowingly and intentionally as those terms are used in the Texas Deceptive Trade Practices Act.

**VIOLATIONS OF SECTION 541 OF THE TEXAS INSURANCE CODE
AGAINST STATE FARM AND AMEZQUITA**

49. Plaintiff incorporates paragraphs 1-48 as if fully set forth herein.

50. Plaintiff has satisfied all conditions precedent to bring this cause of action.

51. By their acts, omissions, failures and conduct, Defendants have engaged in unfair and deceptive acts or practices in the business of insurance in violation of section 541 of the Texas Insurance Code. Such violations include, without limitation all the conduct described in this petition, plus Defendants' unreasonable delays in the investigation, adjustment and resolution of Plaintiff's claim and Defendants' failure to pay for the proper repair of Plaintiff's property for which liability had become reasonably clear. They further include Defendants' failure to give Plaintiff the benefit of the doubt. Specifically, as described in Plaintiff's factual allegations, Defendants are guilty of the following unfair insurance practices:

- a. Engaging in false, misleading and deceptive acts or practices in the business of insurance;
- b. Engaging in unfair claims settlement practices;
- c. Misrepresenting to Plaintiff pertinent facts or policy provisions relating to the coverages at issue;
- d. Not attempting in good faith to effectuate a prompt, fair and equitable settlement of claims submitted for which liability became reasonably clear;

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- e. Failing to affirm or deny coverage of Plaintiff's claim without conducting a reasonable investigation with respect to the claim; and
- f. Failing to promptly provide Plaintiff with a reasonable explanation of the basis in the insurance policy in relation to the facts or applicable law for the denial of Plaintiff's claim or the offer of settlement.

52. State Farm also breached the Texas Insurance Code when it breached its duty of good faith and fair dealing.

53. Plaintiff's damages resulted from Defendants' conduct.

54. Defendants' acts, omissions, and failures were done knowingly as that term is described in the Texas Insurance Code.

**BREACH OF THE DUTY OF GOOD FAITH
AND FAIR DEALING AGAINST STATE FARM**

55. Plaintiff incorporates paragraphs 1-54 as if fully set forth herein.

56. By its acts, omissions, failure and conduct, State Farm has breached its common law duty of good faith and fair dealing by failing to pay the proper amounts on Plaintiff's entire claim without any reasonable basis and by failing to conduct a reasonable investigation to determine whether there was a reasonable basis for the denial.

57. State Farm also breached this duty by unreasonably delaying payment of Plaintiff's entire claim and by failing to settle Plaintiff's entire claim because it knew or should have known that it was reasonably clear the claim was covered. These acts, omissions, failures and conduct of State Farm are a proximate cause of Plaintiff's damages.

CONSPIRACY AGAINST STATE FARM AND AMEZQUITA

58. Plaintiff incorporates paragraphs 1-57 as if fully set forth herein.

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59. Defendants were members of a combination of two or more persons, the object of which was to accomplish an unlawful purpose and/or a lawful purpose by unlawful means, including but not limited to, violating the DTPA, violating Sections 541 and 542 of the Texas Insurance Code, committing unfair and deceptive insurance practices, committing fraud and fraudulent inducement, committing breach of contract, and committing breaches of the duty of good faith and fair dealing. The Defendants had a meeting of the minds on the objects or courses of action. Further, one or more of the Defendants committed unlawful, overt acts, including, but not limited to violating the DTPA, violating sections 541 and 542 of the Texas Insurance Code, committing unfair and deceptive insurance practices, committing fraud and fraudulent inducement, committing breach of contract, and committing breaches of the duty of good faith and fair dealing to further the objects or courses of action which, among other things, were intended to deprive Plaintiff of the benefit and coverage of the policy that she purchased. Plaintiff suffered injury as a proximate result of these wrongful acts or omissions.

60. The conspiratorial acts committed by Defendants were committed with gross negligence, fraud, or malice, as those terms are defined in Chapter 41 of the Texas Civil Practices and Remedies Code, such as to justify the imposition of punitive damages against Defendants.

NEGLIGENCE AND GROSS NEGLIGENCE AGAINST AMEZQUITA

61. Plaintiff incorporates paragraphs 1-60 as if fully set forth herein.

62. Amezquita was negligent in giving advice to Plaintiff as to how she could repair the property so as to prevent further damage to the property. This advice as to how to repair Plaintiff's property was negligent because Plaintiff could not properly repair the property and prevent further damage by following Amezquita's advice. Plaintiff's property has

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sustained further damage as a result. Amezcuita owed a duty to use reasonable care when he undertook to advise Plaintiff as to how she could repair the property so as to prevent further damage to the property. Amezcuita breached this legal duty. The breach proximately caused Plaintiff's damages.

63. The acts and failures to act were committed with gross negligence, as the term is defined in Chapter 41 of the Texas Civil Practices and Remedies Code, which justifies the imposition of exemplary damages against Amezcuita.

NEGLIGENT MISREPRESENTATION AGAINST AMEZCUITA

64. Plaintiff incorporates paragraphs 1-63 as if fully set forth herein.

65. Amezcuita made representations to Plaintiff in the course of Plaintiff's business or in a transaction in which they had an interest. Amezcuita supplied false information for the guidance of others, including Plaintiff. Amezcuita did not exercise reasonable care or competence in obtaining or communicating the information to Plaintiff. Plaintiff justifiably relied on Amezcuita's representations and Amezcuita's representations proximately caused further damages to Plaintiff's property.

66. The misrepresentations, acts and/or failures to act set forth herein were committed with gross negligence, fraud and/or malice, as those terms are used in Chapter 41 of the Texas Civil Practices and Remedies Code, so as to justify the imposition of punitive damages against Amezcuita.

I. WAIVER AND ESTOPPEL

67. Defendants have waived and are estopped from asserting any coverage defenses, conditions, exclusions, or exceptions to coverage not contained in any reservation of rights letter to Plaintiff.

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J. DAMAGES

68. The above-described acts, omissions, failures and conduct of Defendants have caused Plaintiff's damages, which include, without limitation, the cost to properly repair Plaintiff's property and any investigative and engineering fees incurred in the claim. Plaintiff is also entitled to recover consequential damages from State Farm's breaches of contract. Plaintiff is also entitled to recover the amount of each of Plaintiff's individual claims plus an 18% per annum penalty on the claim against State Farm as damages under Section 542 of the Texas Insurance Code, plus pre-judgment interest and attorney's fees.

K. ADDITIONAL DAMAGES

69. Defendants also "knowingly" and "intentionally" committed deceptive trade practices and unfair insurance practices as those terms are defined in the applicable statutes. Because of Defendants' knowing and intentional misconduct, Plaintiff is entitled to additional damages as authorized by Section 17.50(b)(1) of the DTPA. Plaintiff is further entitled to additional damages authorized by Section 541 of the Texas Insurance Code.

L. EXEMPLARY DAMAGES

70. State Farm's breach of its duty of good faith and fair dealing owed to Plaintiff was done intentionally, with a conscious indifference to the rights and welfare of Plaintiff, and with "malice" as that term is defined in Chapter 41 of the Texas Civil Practice and Remedies Code. In addition, Amezquita's conduct constituted gross negligence. These violations by Defendants are the type of conduct that the State of Texas protects its citizens against by the imposition of exemplary damages. Therefore, Plaintiff seeks the recovery of exemplary damages in an amount to be determined by the finder of fact that is sufficient to punish

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Defendants for their wrongful conduct and to set an example to deter Defendants and others similarly situated from committing similar acts in the future.

M. ATTORNEY'S FEES

71. As a result of Defendants' conduct, Plaintiff has been forced to retain the undersigned attorneys to prosecute this action and have agreed to pay reasonable attorney's fees. Plaintiff is entitled to recover these attorney's fees under Chapter 38 of the Texas Civil Practices and Remedies Code, Sections 541 and 542 of the Texas Insurance Code, and Section 17.50 of the DTPA.

N. JURY DEMAND

72. Plaintiff asserts her right to a trial by jury, under Texas Constitution Article I, Section 15, and makes this demand for a jury trial at least 30 days before the date this case is set for trial in accordance with Texas Rule of Civil Procedure 216. Plaintiff tenders the fee of \$30.00 as required by Texas Government Code Section 51.604.

O. REQUEST FOR DISCLOSURE

73. Plaintiff requests that Defendants disclose, within 50 days of the service of this request, the information or material described in Texas Rule of Civil Procedure 194.2.

P. PRAYER

Plaintiff prays that Defendants be cited to appear and answer herein, and that upon trial hereof, that Plaintiff have and recover such sums as would reasonably and justly compensate her in accordance with the rules of law and procedure, both as to actual damages, consequential damages, treble damages under the Texas Insurance Code and Texas Deceptive Trade Practices Act, and all punitive, additional, exemplary damages as may be found. In addition, Plaintiff requests the award of attorney's fees for the trial and any appeal of this case,

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for all costs of court, for pre-judgment and post-judgment interest as allowed by law, and for any other and further relief, at law or in equity, to which she may show herself to be justly entitled.

Respectfully Submitted,

THE LAW OFFICE OF JESSICA TAYLOR

14100 San Pedro, Suite 602

San Antonio, Texas 78232

(210) 402-4022 (Telephone)

(210) 402-1225 (Fax)

By: /s/ Manuel Acuna-Neely

JESSICA TAYLOR

Texas State Bar No. 24013546

jessica@jtaylorlaw.com

MANUEL ACUÑA-NEELY

Texas State Bar No. 24091489

manuel@jtaylorlaw.com

ATTORNEYS FOR PLAINTIFF

C-5477-16-C**State Farm**

ABDON, MARIA

53-697X-783

Insured: ABDON, MARIA
 Property: 915 LOMA LINDA
 ALAMO, TX 78516
 Home: 956-414-0582
 Type of Loss: Wind Damage
 Deductible: \$2,094.00
 Date of Loss: 1/10/2014
 Date Inspected: 8/3/2015

Estimate: 53-697X-783
 Claim Number: 53697X783
 Policy Number: 83-B7-F873-3
 Price List: TXMC28 JAN14
 Restoration/Service/Remodel

Summary for Coverage A - Dwelling - 35 Windstorm and Hail

Line Item Total	6,296.02
Material Sales Tax	189.93
Replacement Cost Value	6,485.95
Less Depreciation (Including Taxes)	(1,588.93)
Less Deductible	(2,094.00)
Net Actual Cash Value Payment	\$2,803.02

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes)	1,588.93
Replacement Cost Benefits	1,588.93
Total Maximum Additional Amount Available If Incurred	1,588.93
Total Amount of Claim If Incurred	\$4,391.95

Amezquita, Hector
 844-529-5982 x 2534598594

**ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND
 LIMITS OF YOUR POLICY.**

EXHIBIT A

**C-5477-16-C**

Explanation of Building Replacement Cost Benefits
Homeowner Policy
Coverage A - Dwelling - 35 Windstorm and Hail

To: Name: ABDON, MARIA
Address: 915 LOMA LINDA
City: ALAMO
State/Zip: TX, 78516

Insured: ABDON, MARIA
Date of Loss: 1/10/2014

Claim Number: 53697X783
Cause of Loss: WIND

Your insurance policy provides replacement cost coverage for some or all of the loss or damage to your dwelling or structures. Replacement cost coverage pays the actual and necessary cost of repair or replacement, without a deduction for depreciation, subject to your policy's limit of liability. To receive replacement cost benefits you must:

1. Complete the actual repair or replacement of the damaged part of the property within two years of the date of loss; and
2. Notify us within 30 days after the work has been completed.
3. Confirm completion of repair or replacement, by submitting invoices, receipts or other documentation to your agent or claim office.

Until these requirements have been satisfied, our payment(s) to you will be for the actual cash value of the damaged part of the property, which may include a deduction for depreciation.

Without waiving the above requirements, we will consider paying replacement cost benefits prior to actual repair or replacement if we determine repair or replacement costs will be incurred because repairs are substantially under way or you present a signed contract acceptable to us.

The estimate to repair or replace your damaged property is \$6,485.95. The enclosed claim payment to you of \$2,803.02 is for the actual cash value of the damaged property at the time of loss, less any deductible that may apply. We determined the actual cash value by deducting depreciation from the estimated repair or replacement cost. Our estimate details the depreciation applied to your loss. Based on our estimate, the additional amount available to you for replacement cost benefits (recoverable depreciation) is \$ 1,588.93.

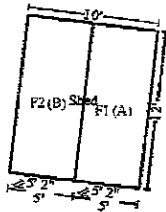
If you cannot have the repairs completed for the repair/replacement cost estimated, please contact your claim representative prior to beginning repairs.

All policy provisions apply to your claim.

C-5477-16-C**State Farm**

ABDON, MARIA

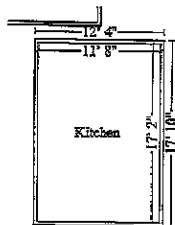
53-697X-783

**Shed**

123.69 Surface Area	1.24 Number of Squares
44.62 Total Perimeter Length	12.00 Total Ridge Length

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
6. Remove Tear off, haul and dispose of comp. shingles - 3 tab						
1.24 SQ	47.48	0.00	58.88			58.88
7. 3 tab - 20 yr. - composition shingle roofing - incl. felt						
1.67 SQ	142.91	9.61	248.27	13/20 yrs Avg.	(81.93) 65.00%	166.34
8. Drip edge						
44.62 LF	1.35	2.21	62.45	13/35 yrs Avg.	(10.76) 37.14%	51.69
Totals: Shed		11.82	369.60		92.69	276.91
Area Totals: Shed						
419.32 Exterior Wall Area						
123.69 Surface Area						
12.00 Total Ridge Length						
Total: Shed		11.82	369.60		92.69	276.91

Bedroom

Interior**Kitchen****Height: 8' 3"**

475.75 SF Walls	200.28 SF Ceiling
676.03 SF Walls & Ceiling	200.28 SF Floor
57.67 LF Ceil. Perimeter	57.67 LF Floor Perimeter

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
CEILING:						
9. R&R Blown-in insulation - 10" depth - R26						
3.00 SF	1.17	0.13	3.64			3.64
10. R&R 1/2" drywall - hung, taped, ready for texture						
3.00 SF	1.29	0.09	3.96			3.96

No texture on walls

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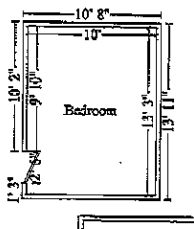
C-5477-16-C**State Farm**

ABDON, MARIA

53-697X-783

CONTINUED - Kitchen

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
11. Seal/prime then paint the surface area (2 coats)						
9.00 SF	0.64	0.11	5.87			5.87
12. Paint the ceiling - one coat						
200.28 SF	0.43	1.65	87.77	10/15 yrs Avg.	(14.45) 66.67%	73.32
WALLS:						
13. R&R 1/2" drywall - hung, taped, ready for texture						
4.00 SF	1.29	0.12	5.28			5.28
14. Seal/prime then paint the surface area (2 coats)						
24.00 SF	0.64	0.30	15.66			15.66
15. Paint part of the walls - one coat						
395.75 SF	0.43	3.27	173.44	10/15 yrs Avg.	(28.56) 66.67%	144.88
Subtracting for cabinets						
FLOOR:						
16. Mask per square foot for drywall or plaster work						
200.28 SF	0.13	0.83	26.87			26.87
17. Content Manipulation charge - per hour						
1.00 HR	26.13	0.00	26.13			26.13
Totals: Kitchen		6.50	348.62		43.01	305.61

**Bedroom****Height: 8'**

372.00 SF Walls	132.50 SF Ceiling
504.50 SF Walls & Ceiling	132.50 SF Floor
46.50 LF Ceil. Perimeter	46.50 LF Floor Perimeter

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
WALLS:						
18. R&R Batt insulation - 4" - R11 - paper faced						
16.00 SF	0.59	0.42	9.86			9.86
19. R&R 1/2" drywall - hung, taped, ready for texture						
16.00 SF	1.29	0.49	21.13			21.13
No texture on walls						
20. Prep wall for wallpaper						
356.00 SF	0.31	0.00	110.36			110.36

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ABDON, MARIA

53-697X-783

CONTINUED - Bedroom

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
21. Remove Wallpaper						
356.00 SF	0.43	0.00	153.08			153.08
22. Wallpaper						
372.00 SF	1.75	32.84	683.84	6/7 yrs Below Avg.	(344.70) 80.00%	339.14
FLOOR:						
23. Mask per square foot for drywall or plaster work						
132.50 SF	0.13	0.55	17.78			17.78
24. Content Manipulation charge - per hour						
1.00 HR	26.13	0.00	26.13			26.13
Totals: Bedroom		34.30	1,022.18		344.70	677.48
Area Totals: Interior						
847.75 SF Walls		332.78 SF Ceiling		1,180.53 SF Walls and Ceiling		
332.78 SF Floor		368.39 Total Area		104.17 LF Floor Perimeter		
332.78 Floor Area		109.50 Exterior Perimeter of Walls		104.17 LF Ceil. Perimeter		
1,000.58 Exterior Wall Area				847.75 Interior Wall Area		
Total: Interior		40.80	1,370.80		387.71	983.09
Area Totals: Source - Eagle View						
847.75 SF Walls		332.78 SF Ceiling		1,180.53 SF Walls and Ceiling		
332.78 SF Floor		368.39 Total Area		104.17 LF Floor Perimeter		
332.78 Floor Area		109.50 Exterior Perimeter of Walls		104.17 LF Ceil. Perimeter		
1,627.31 Exterior Wall Area				847.75 Interior Wall Area		
1,931.43 Surface Area		19.31 Number of Squares		528.67 Total Perimeter Length		
79.21 Total Ridge Length		11.17 Total Hip Length				
Total: Source - Eagle View		189.93	6,232.04		1,588.93	4,643.11

Debris Removal

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
25. Haul debris - per pickup truck load - including dump fees						
1.00 EA	93.99	0.00	93.99			93.99

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C-5477-16-C**State Farm**

ABDON, MARIA

53-697X-783

CONTINUED - Debris Removal

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
Totals: Debris Removal		0.00	93.99		0.00	93.99

Labor Minimums Applied

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
* 26. Drywall labor minimum						
1.00 EA	159.92	0.00	159.92			159.92
Totals: Labor Minimums Applied		0.00	159.92		0.00	159.92
<hr/>						
Line Item Totals: 53-697X-783		189.93	6,485.95		1,588.93	4,897.02

Grand Total Areas:

847.75 SF Walls	332.78 SF Ceiling	1,180.53 SF Walls and Ceiling
332.78 SF Floor		104.17 LF Floor Perimeter
		104.17 LF Ceil. Perimeter
332.78 Floor Area	368.39 Total Area	847.75 Interior Wall Area
1,627.31 Exterior Wall Area	109.50 Exterior Perimeter of Walls	
1,931.43 Surface Area	19.31 Number of Squares	528.67 Total Perimeter Length
79.21 Total Ridge Length	11.17 Total Hip Length	

C-5477-16-C**State Farm**

ABDON, MARIA

53-697X-783

Recap of Taxes, Overhead and Profit

	GC Overhead (0%)	GC Profit (0%)	Material Sales Tax (8.25%)	Cleaning Mtl Tax (8.25%)	Cleaning Sales Tax (8.25%)	Manuf. Home Tax (5%)	Storage Rental Tax (8.25%)
Line Items	0.00	0.00	189.93	0.00	0.00	0.00	0.00
Total	0.00	0.00	189.93	0.00	0.00	0.00	0.00

LAURA HINOJOSA

Greetings:

Attached you will find the service requested.

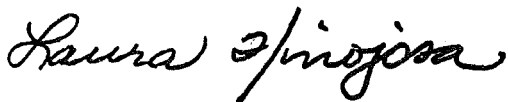
May this serve to inform you that service has been issued. Please proceed in attaching any file stamped documents that need to be served as stated on your issued service.

Please note, the link you are about to open is a "live link" notification. Please ensure you are printing the service which includes our clerk's signature and the State Seal. If you are opening a document without the official certifications (signature and seal) please close the window until the document is processed accordingly. This may take a few minutes.

*When serving protective orders, please DO NOT serve the TCIC form to respondent.

We appreciate the opportunity to assist you. Please contact our office if you have any questions or require additional information.

Sincerely,



Laura Hinojosa
Hidalgo County District Clerk

C-5477-16-C
139TH DISTRICT COURT, HIDALGO COUNTY, TEXAS

CITATION

STATE OF TEXAS

NOTICE TO DEFENDANT: You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty (20) days after you were served with this citation and petition, a default judgment may be taken against you.

State Farm Lloyds
Registered Agent: Corporation Service Company
211 E 7th St Suite 620
Austin TX 78701-3218

You are hereby commanded to appear by filing a written answer to the **PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE** on or before 10:00 o'clock a.m. on the Monday next after the expiration of twenty (20) days after the date of service hereof, before the **Honorable Bobby Flores, 139th District Court** of Hidalgo County, Texas at the Courthouse at 100 North Closner, Edinburg, Texas 78539.

Said petition was filed on this the 9th day of December, 2016 and a copy of same accompanies this citation. The file number and style of said suit being C-5477-16-C, **MARIA ABDON VS. STATE FARM LLOYDS, HECTOR AMEZQUITA**

Said Petition was filed in said court by MANUEL ACUNA-NEELY, 14100 San Pedro, Suite 602; SAN ANTONIO TX 78232.

The nature of the demand is fully shown by a true and correct copy of the petition accompanying this citation and made a part hereof.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at Edinburg, Texas on this the 12th day of December, 2016.

LAURA HINOJOSA, DISTRICT CLERK
100 N. CLOSNER, EDINBURG, TEXAS
HIDALGO COUNTY, TEXAS


IRIS RAMIREZ, DEPUTY CLERK



C-5477-16-C
OFFICER'S RETURN

Came to hand on ____ of _____, 201____ at ____ o'clock ____m. and executed in _____ County, Texas by delivering to each of the within named Defendant in person, a true copy of this citation, upon which I endorsed the date of delivery to said Defendant together with the accompanying copy of the _____ (petition) at the following times and places, to-wit:

NAME	DATE	TIME	PLACE

And not executed as to the defendant, _____ the diligence used in finding said defendant, being: _____ and the cause of failure to execute this process is: _____ and the information received as to the whereabouts of said defendant, being: _____. I actually and necessarily traveled _____ miles in the service of this citation, in addition to any other mileage I may have traveled in the service of other process in the same case during the same trip.

Fees: serving ... copy(s) \$ _____
miles\$ _____

DEPUTY

**COMPLETE IF YOU ARE PERSON OTHER THAN A SHERIFF,
CONSTABLE OR CLERK OF THE COURT**

In accordance with Rule 107, the officer or authorized person who serves or attempts to serve a citation must sign the return. If the return is signed by a person other than a sheriff, constable or the clerk of the court, the return must either be verified or be signed under the penalty of perjury. A return signed under penalty of perjury must contain the statement below in substantially the following form:

"My name is _____, my date of birth is _____ and the address is _____, and I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED in _____ County, State of Texas, on the ____ day of _____, 201____.

Declarant"

If Certified by the Supreme Court of Texas
Date of Expiration / SCH Number

C-5477-16-C
139TH DISTRICT COURT, HIDALGO COUNTY, TEXAS

CITATION

STATE OF TEXAS

NOTICE TO DEFENDANT: You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty (20) days after you were served with this citation and petition, a default judgment may be taken against you.

Hector Amezquita
3146 Hidden Valley Dr.
El Paso TX 79938-2748

You are hereby commanded to appear by filing a written answer to the **PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE** on or before 10:00 o'clock a.m. on the Monday next after the expiration of twenty (20) days after the date of service hereof, before the **Honorable Bobby Flores, 139th District Court** of Hidalgo County, Texas at the Courthouse at 100 North Closner, Edinburg, Texas 78539.

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LAURA HINOJOSA, DISTRICT CLERK
100 N. CLOSNER, EDINBURG, TEXAS
HIDALGO COUNTY, TEXAS



IRIS RAMIREZ, DEPUTY CLERK



C-5477-16-C
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NAME	DATE	TIME	PLACE

And not executed as to the defendant, _____ the diligence used in finding said defendant, being: _____ and the cause of failure to execute this process is: _____ and the information received as to the whereabouts of said defendant, being: _____. I actually and necessarily traveled _____ miles in the service of this citation, in addition to any other mileage I may have traveled in the service of other process in the same case during the same trip.

Fees: serving ... copy(s) \$ _____
miles\$ _____

DEPUTY

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"My name is _____, my date of birth is _____ and the address is _____, and I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED in _____ County, State of Texas, on the _____ day of _____, 201____.

Declarant"

If Certified by the Supreme Court of Texas
Date of Expiration / SCH Number

CAUSE NO. C-5477-16-C

**MARIA ABDON,
Plaintiff,**

vs.

**STATE FARM LLOYDS AND
HECTOR AMEZQUITA,
Defendants.**

§
§
§
§
§
§
§

**IN THE DISTRICT COURT

139TH JUDICIAL DISTRICT

HIDALGO COUNTY, TEXAS**

DEFENDANT STATE FARM LLOYDS' ORIGINAL ANSWER AND JURY DEMAND

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES State Farm Lloyds, alleged to be a Defendant in this cause, and files this Original Answer in response to the Petition submitted by the above-named Plaintiff. Without waiving any of its rights or defenses relating to the policy of insurance under which Plaintiff purports to be claiming in this lawsuit and still insisting upon any and all policy conditions, exclusions, requirements, and other policy terms now or later arising, Defendant responds to Plaintiff's Original Petition as follows:

GENERAL DENIAL

Subject to such stipulations and admissions as may hereinafter be made, Defendant asserts a general denial as is authorized by Rule 92 of the Texas Rules of Civil Procedure, and Defendant respectfully requests that Plaintiff be required to prove the charges and allegations made against Defendant by a preponderance of the evidence as is required by the Constitution and the laws of the State of Texas.

DEMAND FOR JURY

Defendant respectfully demands a trial by jury.

PRAYER

WHEREFORE PREMISES CONSIDERED, Defendant State Farm Lloyds respectfully prays that Plaintiff take nothing by reason of this lawsuit. Defendant further prays for additional and further relief to which it may show itself to be justly entitled, at law or in equity.

Respectfully submitted,

JONES, ANDREWS & ORTIZ, P.C.

By: /s/ Ray R. Ortiz

Ray R. Ortiz

State Bar No. 15324280

Jonathan Law

State Bar No. 24028656

ray@jao-law.com

jon@jao-law.com

rrosupport@jao-law.com

10100 Reunion Place, Suite 600

San Antonio, Texas 78216

210/344-3900 Telephone

210/366-4301 Facsimile

**ATTORNEYS FOR DEFENDANT,
STATE FARM LLOYDS**

CERTIFICATE OF SERVICE

In accordance with the Texas Rules of Civil Procedure, on January 6, 2017, the above and foregoing instrument was served upon the following counsel of record via e-service:

Jessica Taylor
Manuel Acuña-Neely
The Law Office of Jessica Taylor
14100 San Pedro, Suite 602
San Antonio, TX 78322
jessica@jtaylorlaw.com
manuel@jtaylorlaw.com

/s/ Ray R. Ortiz
Ray R. Ortiz/Jonathan Law